

BLOOMFIELD SCHOOL DISTRICT

325 N. Bergin Lane, Bloomfield, NM 87413 | Phone 505-632-4300 | Fax 505-632-4371

March 29, 2019

Letter of Appeal

Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

CC Docket No 02-6

Request for Waiver of "Administrator's Decision on Appeal" regarding FRN 2446400, issued on November 30, 2018

Authorized person who can best discuss this Appeal with you

John E. Harvey Jr.

eRate 360 Solutions, LLC
322 Route 46W, Suite 280W
Parsippany, NJ 07054

Phone: (888) 535-7771 ext. 110
Fax: (866) 569-3019
Email: jharvey@erate360.com
(preferred mode of contact)

Application Information

Entity

Billed Entity Number

Funding Year

Form 471 Application Number

Funding Request Number

BLOOMFIELD SCHOOL DISTRICT

143262

FY 2016

161012770

1699075102

Service Provider

SPIN

Funding Commitment Requested

Network Cabling, Inc.

143021395

\$267,207.49

Document Being Appealed:

"Revised Funding Commitment Decision Letter" regarding FRN 1699075102, issued on January 28, 2019¹

RFCDL Items Being Appealed:

Revised Funding Commitment Decision Comments.

¹ RFCDL – Funding Year 2016_Jan 28, 2019

Post Commitment Rationale.

Post Commitment Rationale.

Request received after the FCC deadline to submit Special Construction Deadline Extension requests which was 6/30/2018.

Appeal Background:

Bloomfield School District (the District) respectfully requests that the Federal Communications Commission (FCC) waive the rule which denies that 'Request received after the FCC deadline to submit Special Construction Deadline Extension requests.'

The District requests that the FCC instruct the Schools and Libraries Division to review and approve the FCC Form 500 - Service Delivery Extension Request for this FRN submitted on December 17, 2018. (Post Commitment Request Number: 131117)²

The District is requesting a waiver of the Service Delivery Deadline Date due to a very late issue of the FCDL which was received on 6/30/17^{3,4}

Bloomfield School District submitted a funding request in FY2016 for the special construction and monthly recurring costs of lit fiber connections and Internet access.⁵

Due to the late issuance of the FCDL, in conjunction with multiple construction issues and delays beyond the District's control. Multiple attempts were made, via Form 500s^{6,7,8} to advise USAC of the issues causing construction delays. The District applied for and was granted a one-year extension to complete the special construction. A Revised FCDL was issued allowing the Contract Expiration Date Change but denying the Service Delivery Extension Request.⁹

The reasons stated on the remittance letter were that the invoice date was later than the extension date, and the billed date is outside the funding year. Further investigation revealed that the service delivery deadline and invoice deadline date for the FRN record were never updated in EPC to reflect the one-year extension. So, the District finds itself in the position where the funds have been approved but cannot invoice for it due to delays completely out of our control.

As of the date of this letter, based on the FRN Report; Committed Amount per NCI contract¹⁰ = \$267,207.49 and Total Disbursement Amount = \$7,396.75. Therefore, currently the outstanding amount is $267,207.49 - 7,396.75 = \$259,810.74$

In support of our situation we cite PUBLIC NOTICE DA 18-1100, Released: October 31, 2018¹¹ wherein the following waivers were fully granted;

21 See, e.g., Buffalo City School District, Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Order, CC Docket Nos. 96-45 and 97-21, 17 FCC Rcd 11881, 11884, para. 8 (WCB 2002) (waiving the Commission's rules to allow an extension of the deadline for

² Form 500-131117-12_17_2018 6_41 PM GMT+00_00

³ Bloomfield_FY19_471161012770_FCDL

⁴ Bloomfield FY19 471 161012770 FCDL Report

⁵ Bloomfield_FY19_471161012770_CERTIFIED

⁶ 2 - Form 500-131117-12_17_2018 6_41 PM GMT+00_00

⁷ Form 500-49669-7_12_2017 2_30 PM GMT+00_00

⁸ Copy of Form 500-130493-1_22_2019 4_09 PM GMT+00_00

⁹ Bloomfield_FY19_500_RFCDL_1-28-19

¹⁰ Bloomfield-NCI Contract Fiber 2018 Revised_signed 6-20-18

¹¹ FCC Public Notice_DA-18-1100_10-31-18

service implementation when applicants demonstrated they were unable to complete service delivery because of time limitations imposed by late-issued funding commitments).

Waiver of Special Construction Service Delivery Deadline²²

Orange County Public Schools, VA, Application No. 161045819, Request for Waiver, CC Docket No. 02-6 (July 20, 2018)

Conclusion:

There being no evidence of waste fraud or abuse of program funds, The District respectfully requests the FCC;

- to waive the deadline cited on the RFCDL for this FRN
- to allow Bloomfield School District to proceed with its invoice submission for the balance of the approved but undispersed funds in the amount of \$259,810.74.

Bloomfield School District appreciates the FCC's consideration of this appeal. We are available to respond to questions or to provide any further information requested by the FCC.

Authorized signature for this Appeal

John E. Harvey Jr.

Date: 3/29/2019

John E. Harvey Jr.
eRate 360 Solutions, LLC
322 Route 46W, Suite 280W
Parsippany, NJ 07054

Phone: (888) 535-7771 ext. 110
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Email: jharvey@erate360.com

Click here to post...

Showing search results for **161012770**



E-Rate Productivity Center Thank you for your Funding Year 2016 Application for Universal Service Support and for any assistance you provided throughout our review.

This post contains your Funding Commitment Decision Letter for the FY 2016 FCC Form 471 Application Number 161012770 for BLOOMFIELD SCHOOL DISTRICT – BEN 143262. The attached .csv file contains information about the committed status of the funding requests, and the FCDL Supplement contains additional important information. The FCDL date is 6/30/2017.

Please open the .csv file below for complete details about the commitments made for each of the Funding Requests. This file can be opened in any spreadsheet program. To make the information easier to read, first select the entire spreadsheet and then expand all of the columns in the document (in Excel, double click on the divider between the column headings, A, B, etc).

We are also sending this information to your service providers so that preparations can begin for delivering services based on the approve ...[More](#)



[FY 2016 FCDL Supplement](#)
PDF 224 KB



[FCC Form 471 - 161012770 - BLOOMFIELD SCHOOL DISTRICT](#)
CSV 2 KB

Bloomfield Voice and I...

Jun 30, 2017 ☆ 🔒 [Comment](#) [Hide Info](#) ▲

FCC Form 471 Application Number	161012770
Billed Entity Number (BEN)	143262
Billed Entity Name	BLOOMFIELD SCHOOL DISTRICT
Billed Entity FCC RN	0014521603
Applicant's Form Identifier	Bloomfield Voice and Internet Access
FCDL Date	Jun 30, 2017
Approved Amount	\$333,942.49
Denied Amount	\$0.00
Notification Generated By	mhetman@erate360.com
Notification Generated On	06/30/2017 8:41 AM EDT



E-rate Productivity Center This Receipt Acknowledgement Letter (RAL) is an acknowledgement that USAC has received BLOOMFIELD SCHOOL DISTRICT's FCC Form 471 - 161012770 for Funding Year 2016 on 4/29/2016. Each service provider featured on this form will also be notified of the information submitted for the service provider.

It is important that you review this form now to make sure the products and services you have listed on your FCC Form 471 are correct and complete, and if necessary, take the appropriate corrective action as soon as possible. You are allowed to correct certain errors on your form, but not others. For fields that allow a correction, you will be able to edit the information in the form field directly. To determine what corrections are allowed and why, see the "List of Correctable Ministerial and Clerical Errors" on our website.

NEXT STEPS

- Gather the documentation you used to complete your form and the entries in your profile (e.g., NSLP numbers, list of entities receiving services, Category T [...More](#)

Bloomfield Voice and I... #143262 - BLOOMFIEL...

Apr 29, 2016 ☆ 🔒 [Comment](#) [More Info](#) ▼



Description of Services Ordered and Certification Form 471

FCC Form 471

Application Information

Nickname Bloomfield Voice and Internet Access **Application Number** 161012770
Funding Year 2016 **Category of Service** Category 1

Billed Entity

BLOOMFIELD SCHOOL DISTRICT
325 N BERGIN LN BLOOMFIELD NM 87413 - 6729
505-632-3316

Contact Information

Matt Hetman
888-535-7771
mhetman@erate360.com

Billed Entity Number 143262
FCC Registration Number 0014521603
Applicant Type School District

Holiday/Summer Contact Information

compliance@erate360.com

Consulting Firms

Name	Consultant Registration Number	City	State	Zip Code	Phone Number	Email
E-Rate 360 Solutions, LLC	16048893	Parsippany	NJ	7054	888-535-7771	ugarofano@erate360.com

School District

Name	BEN	Urban or Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
BLOOMFIELD SCHOOL DISTRICT	143262	Rural				Public School District	None

Related Child School Entities

Name	BEN	Urban or Rural	State LEA ID	State School ID	NCES Code	Number of Students	Students Count Based on Estimate	Alternative Discount	CEP Percentage	School Attributes	Endowment
BLANCO ELEMENTARY SCHOOL	99237	Rural				261	N/A	None		Public School	None
NAABA ANI ELEMENTARY SCHOOL	99240	Rural				516	N/A	None		Public School	None

Name	BEN	Urban or Rural	State LEA ID	State School ID	NCES Code	Number of Students	Students Count Based on Estimate	Alternative Discount	CEP Percentage	School Attributes	Endowment
BLOOMFIELD HIGH SCHOOL	99241	Rural				775	N/A	None		Public School	None
CENTRAL PRIMARY SCHOOL	99242	Rural				624	N/A	None		Public School	None
BLOOMFIELD FAMILY LEARNING CNT	99244	Rural				366	N/A	None		Public School	None
MESA ACTA JUNIOR HIGH SCHOOL	99245	Rural				448	N/A	None		Public School	None
CHARLIE Y. BROWN SECONDARY SCHOOL	198852	Rural				110	N/A	None		Public School	None

Related School District NIFs

School District BEN	School District Name	NIF BEN	NIF Name
143262	BLOOMFIELD SCHOOL DISTRICT	16053972	TRANSPORTATION DEPARTMENT
143262	BLOOMFIELD SCHOOL DISTRICT	16053973	MAINTENANCE DEPARTMENT

Discount Rate

School District Enrollment	School District NSLP Count	School District NSLP Percentage	School District Urban/Rural Status	Category One Discount Rate	Category Two Discount Rate	Voice Discount Rate
3100	2322	75.0%	Rural	90%	85%	50%

Funding Request for FRN #1699071872

Funding Request Nickname: Internet Access
Service Type: Data Transmission and/or Internet Access

Agreement Information - Contract

Contract Number	Account Number
Establishing FCC Form 470 160017879	Service Provider FastTrack Communications, Inc. (SPN: 143028338)
Was an FCC Form 470 posted for the product and/or services you are requesting? Yes	Based on State Master Contract? No
Award Date April 10, 2016	Based on a multiple award schedule? No
How many bids were received for this contract? 4	Includes Voluntary Extensions? No
	Remaining Voluntary Extensions

Total Remaining Contract Length

What is the service start date?

July 01, 2016

What is the date your contract expires for the current term of the contract?

June 30, 2021

Document Name	Document Description
Signed FastTrack Contract.pdf	

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?

No

Narrative

Internet Access

Line Item # 1699071872.001

Product and Service Details

Purpose	Internet access service that includes a connection from any applicant site directly to the Internet Service Provider		
Function	Fiber	Type of Connection	OC-N (TDM Fiber)
Unit		Lease or Non-Purchase Agreement?	No

Bandwidth Speed

Download Speed	3.0 Gbps
Upload Speed	3.0 Gbps

Connection Information

Does this include firewall services?	No	Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?	No
Is this a direct connection to a single school, library or a NIF for Internet access?	No	Connection Used by	Multiple buildings/sites listed

Cost Calculation for FRN Line Item # 1699071872.001

Monthly Cost	
Monthly Recurring Unit Cost	\$5,700.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$5,700.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$5,700.00
Months of Service	x 12

One-Time Cost	
One-time Unit Cost	\$5,750.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$5,750.00
One-time Quantity	x 1
Total Eligible One-time Costs	= \$5,750.00
Summary	
Total Eligible Recurring Costs	\$68,400.00

Total Eligible Recurring Costs	= \$68,400.00

Total Eligible One-time Costs	+ \$5,750.00
Pre-Discount Extended Eligible Line Item Cost	= \$74,150.00

Recipients of Services

BEN	Name
99237	BLANCO ELEMENTARY SCHOOL
99240	NAABA ANI ELEMENTARY SCHOOL
99241	BLOOMFIELD HIGH SCHOOL
99242	CENTRAL PRIMARY SCHOOL
99244	BLOOMFIELD FAMILY LEARNING CNT
99245	MESA ACTA JUNIOR HIGH SCHOOL
198852	CHARLIE Y. BROWN SECONDARY SCHOOL
16053973	MAINTENANCE DEPARTMENT
16053972	TRANSPORTATION DEPARTMENT

FRN Calculation for FRN #1699071872 -Internet Access

Monthly Charges	
Total Monthly Recurring Charges	\$5,700.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$5,700.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$68,400.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$68,400.00
Total Eligible Pre-Discount One-Time Charges	+ \$5,750.00
Total Pre-Discount Charges	= \$74,150.00
Discount Rate	90%
Funding Commitment Request	= \$66,735.00

One-Time Charges	
Total One-Time Charges	\$5,750.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$5,750.00

Funding Request for FRN #1699075102

Funding Request Nickname: Self-Provisioning Fiber
Service Type: Data Transmission and/or Internet Access

Fiber Request Key Information

Dark Fiber, Self-Provisioned Network or Special Construction? Yes Is this FRN supporting leased lit fiber, dark fiber or self-provisioned new or existing fiber? Self Provisioned

Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network Equipment and Maintenance & Operation? Special Construction

FRN Key Information for Special Construction

Total Project Plant Route Feet	56000	Total Strands	12
Average Cost per foot of outside plant	\$3.00	Number of E-rate Eligible Strands	12

Is state or tribal match available for this FRN? Yes

State/Tribal Match Amount	Source of Matching Funds	Source of Matching Funds Documents
\$41,226.94	State of New Mexico Public School Outlay Council	Bloomfield Signed PSCOC Award Letter.pdf

Does the FRN include an installment payment agreement for special construction charges? No

Does this installment agreement include a balloon payment? No

Agreement Information - Contract

Contract Number

Account Number

Establishing FCC Form 470 160017879

Service Provider Network Cabling, Inc. (SPN: 143021395)

Was an FCC Form 470 posted for the product and/or services you are requesting? Yes

Based on State Master Contract? No

Award Date April 27, 2016

Based on a multiple award schedule? No

How many bids were received for this contract? 4

Includes Voluntary Extensions? No

Remaining Voluntary Extensions

Total Remaining Contract Length

What is the service start date? July 01, 2016 What is the date your contract expires for the current term of the contract? June 30, 2017

Document Name	Document Description
NCI Bloomfield Fiber Contract 04272016.pdf	
NCI Template Bloomfield Schools.xlsx	

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

Narrative

Self-Provisioning Fiber Installation

Line Item # 1699075102.001

Product and Service Details

Purpose Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

Function Fiber **Type of Connection** OC-N (TDM Fiber)

Unit	Lease or Non-Purchase Agreement?	No
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Bandwidth Speed

Download Speed	10.0 Gbps
Upload Speed	10.0 Gbps

Connection Information

Does this include firewall services?	No	Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?	No
Is this a direct connection to a single school, library or a NIF for Internet access?	No	Connection Used by	All buildings/sites listed

Cost Calculation for FRN Line Item # 1699075102.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$0.00	One-time Unit Cost	\$412,269.44
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00	One-time Eligible Unit Cost	= \$412,269.44
Monthly Quantity	x 1	One-time Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$0.00	Total Eligible One-time Costs	= \$412,269.44
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$0.00	Total Eligible Recurring Costs	\$0.00
		Total Eligible One-time Costs	+ \$412,269.44
		Pre-Discout Extended Eligible Line Item Cost	= \$412,269.44

Recipients of Services

BEN	Name
99237	BLANCO ELEMENTARY SCHOOL
99240	NAABA ANI ELEMENTARY SCHOOL
99241	BLOOMFIELD HIGH SCHOOL
99242	CENTRAL PRIMARY SCHOOL
99244	BLOOMFIELD FAMILY LEARNING CNT
99245	MESA ACTA JUNIOR HIGH SCHOOL
198852	CHARLIE Y. BROWN SECONDARY SCHOOL
16053973	MAINTENANCE DEPARTMENT
16053972	TRANSPORTATION DEPARTMENT

FRN Calculation for FRN #1699075102 -Self-Provisioning Fiber

One-Time Charges		Total Requested Amount	
Total One-Time Charges	\$412,269.44	Total Pre-Discout Charges	\$412,269.44
Total Ineligible One-Time Charges	- \$0.00	Special Construction State/ Tribal Match Percentage	0%
Total Eligible Pre-Discout One-Time Charges	= \$412,269.44	Special Construction State/ Tribal Match Discount Rate*	90%

Funding Commitment Request	= \$371,042.50
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Connectivity Questions

Per Entity Basis Questions

Entity Name BLOOMFIELD SCHOOL DISTRICT

Entity Number 143262

Entity Name	Billed	Download Units	Upload Units	Connection	Wifi Sufficient	Barriers to Robust Network
BLANCO ELEMENTARY SCHOOL	99237	25.00 Mbps	25.00 Mbps	Fixed Wireless	Mostly	Outdated equipment
NAABA ANI ELEMENTARY SCHOOL	99240	200.00 Mbps	200.00 Mbps	Fiber	Mostly	No barriers
BLOOMFIELD HIGH SCHOOL	99241	200.00 Mbps	200.00 Mbps	Fiber	Mostly	No barriers
CENTRAL PRIMARY SCHOOL	99242	200.00 Mbps	200.00 Mbps	Fiber	Mostly	No barriers
BLOOMFIELD FAMILY LEARNING CNT	99244	200.00 Mbps	200.00 Mbps	Fiber	Mostly	No barriers
MESA ACTA JUNIOR HIGH SCHOOL	99245	200.00 Mbps	200.00 Mbps	Fiber	Mostly	No barriers
CHARLIE Y. BROWN SECONDARY SCHOOL	198852	200.00 Mbps	200.00 Mbps	Fiber	Mostly	No barriers

Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$486,419.44
Total funding commitment request amount on this FCC Form 471	\$437,777.50
Total applicant non-discount share of the eligible amount	\$48,641.94
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$48,641.94
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471

except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

NOTICE

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Title:	Sr. Compliance Officer	Name:	Matt Hetman
Phone:	888-535-7771	Email:	mhetman@erate360.com
Address:	322 Route 46W, Suite 280W eRate 360 Solutions Parsippany NJ 07054	Employer:	Matt Hetman

Certified Timestamp

29-Apr-2016 18:42:33 EDT

Revised Funding Commitment Decision Letter

Funding Year 2016

Contact Information:

Matt Hetman
BLOOMFIELD SCHOOL DISTRICT
325 N BERGIN LN
BLOOMFIELD, NM 87413
mhetman@erate360.com

BEN: 143262**Post Commitment Wave:** 77

Totals

Original Commitment Amount	\$267,207.49
Revised Commitment Amount	\$267,207.49

What is in this letter?

Thank you for submitting your post-commitment request for Funding Year 2016 Schools and Libraries Program (E-rate) funding. Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- FCC Form 500 - Contract Expiration Date Change
- FCC Form 500 - Service Delivery Extension Request

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

Next Steps

1. **File the FCC Form 486**, Service Confirmation and Children's Internet Protection Act (CIPA) Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please review the CIPA requirements and file the form(s).



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- o **If USAC approved funding on an FRN in your original FCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).
 - o **If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
 - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
 - **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request,



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identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



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Revised Funding Commitment Decision Overview

Funding Year 2016

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1699075102	Network Cabling, Inc.	FCC Form 500 - Contract Expiration Date Change	\$267,207.49	Approved
1699075102	Network Cabling, Inc.	FCC Form 500 - Service Delivery Extension Request	\$267,207.49	Denied



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Post Commitment Request Number: 131117	Post Commitment Request Type: FCC Form 500 - Contract Expiration Date Change	Post Commitment Decision: Approved
--	---	--

FRN: 1699075102	Service Type: Data Transmission and/or Internet Access	Original Status: Funded	Revised Status: Funded
FCC Form 471: 161012770			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	1		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$296,897.21
Total Pre-Discount Charges		\$296,897.21	
Discount Rate		90.00%	
Revised Committed Amount		\$267,207.49	

Dates		Service Provider and Contract Information	
Service Start Date	6/30/2017	Service Provider	Network Cabling, Inc.
Contract Expiration Date	6/30/2019	SPIN (498ID)	143021395
Contract Award Date	4/27/2016	Contract Number	
Service Delivery Deadline	6/30/2018	Account Number	
Expiration Date (All Extensions)		Establishing FCC Form 470	160017879

Consultant Information	
Consultant Name	Matt Hetman
Consultant's Employer	E-Rate 360 Solutions, LLC
CRN	16048893

Revised Funding Commitment Decision Comments:
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Post Commitment Rationale:

The Contract Expiration Date Change request for FRN #1699075102 has been approved and your FRN was modified.



BEN Name: BLOOMFIELD SCHOOL DISTRICT

BEN: 143262

Post Commitment Wave: 77

Post Commitment Request Number: 131117	Post Commitment Request Type: FCC Form 500 - Service Delivery Extension Request	Post Commitment Decision: Denied
--	--	--

FRN: 1699075102	Service Type: Data Transmission and/or Internet Access	Original Status: Funded	Revised Status: Funded
FCC Form 471: 161012770			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	1		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$296,897.21
Total Pre-Discount Charges		\$296,897.21	
Discount Rate		90.00%	
Revised Committed Amount		\$267,207.49	

Dates		Service Provider and Contract Information	
Service Start Date	6/30/2017	Service Provider	Network Cabling, Inc.
Contract Expiration Date	6/30/2019	SPIN (498ID)	143021395
Contract Award Date	4/27/2016	Contract Number	
Service Delivery Deadline	6/30/2018	Account Number	
Expiration Date (All Extensions)		Establishing FCC Form 470	160017879

Consultant Information	
Consultant Name	Matt Hetman
Consultant's Employer	E-Rate 360 Solutions, LLC
CRN	16048893

Revised Funding Commitment Decision Comments:

Post Commitment Rationale:

Request received after the FCC deadline to submit Special Construction Deadline Extension requests which was 6/30/2018.

N.C.I.

NETWORK CABLING, INC.

P.O. BOX 190
KIRTLAND, NM 87417
PH: 505.598.5054
FAX: 505.598.3196
www.networkcablinginc.com
Spin # 143021395

Bloomfield Schools Wide Area Network Services Contract

THIS AGREEMENT is made and entered into by and between the Bloomfield Municipal School District, hereinafter referred to as the "**DISTRICT or OWNER/OWNERS**," and **Network Cabling, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below.

IT IS AGREED BETWEEN THE PARTIES:

That the intent and purpose that this Agreement (inclusive of all associated pricing and services) is to establish a Price Agreement for Wide Area Network (WAN) Services for use by, and benefit of E-rate eligible educational entities and libraries of the State of New Mexico.

Attachment i Volume II-Cost Proposal (Price Agreement) submitted with the Contractor's proposal is attached to this Contract/Pricing Agreement and is incorporated herein and made a part of this Contract/Pricing Agreement by way of this reference.

Contract subject to E-Rate funding for RFP 16-001 in the amount of **\$296,897.21**. In the event E-Rate does not fund the above referenced project, District will not be bound to the stipulations of this contract agreement, and will not be responsible for payment to Contractor for services rendered. With the absence of E-Rate funding, this contract will be void.

Services under this Agreement will be performed within the district.

1.0 Scope of Work.

Connection of Rio Vista to Blanco Elementary School via fiber optic cabling utilizing overhead and underground pathways, per RFP 16-001.

A. Extension Of or Additional Services

Any services exceeding the scope of work and cost of the approved initial **Purchase Order**, shall be mutually agreed-to in advance by the Owner and the Contractor, and shall be authorized by the Owner through an approved **Amendment to the Proposal** prior to the Contractor proceeding with any additional work. Amendments to the Proposal may form the basis of an additional **Purchase Order** to cover additional services, or in an amendment

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to the existing purchase order, depending on circumstances and approval by the Owner. It is the Contractor's responsibility to inform the Owner in advance and in a timely manner when it is anticipated that the proposal for services will require modifications due to changes in the work. The Owner is not responsible for work performed without the proper documentation and an approved amended purchase document.

B. Investigation of Site and Project Conditions

Contractor represents that, prior to submittal of a proposal for this project, it will take steps reasonably necessary to ascertain the nature and location of the Work and that it will investigate and satisfy itself as to the general and local conditions which can affect the Work or its cost. In the event that an Owner furnishes the Contractor with any information about such matters, Contractor acknowledges that any reliance on the information will be at its own risk and that the Owner does not warrant the correctness or accuracy of the information. Contractor represents that it will examine all Contract/Agreement Documents and familiarized itself with the Project, the laws, rules, and regulations relating to the Project; the environmental considerations affecting the Project and the Work; and the character of equipment and facilities needed preliminary to and during Work performance.

No allowance will be made to Contractor for not having made such examination and review, or for requirements which a reasonable examination, inquiry, or review would have disclosed. Except to the extent equitable adjustments may be made for differing site conditions if: (1) the contractor did not know, or could not have known about the actual condition found at the site; (2) the contractor could not reasonably have anticipated the actual condition at the site from inspection or general experience; (3) the actual condition varied from the norm in similar contracting work; (4) the contract indicated the conditions that the contractor could expect to find at the site; (5) the conditions indicated in the contract differed materially from the actual conditions; (6) the actual conditions were reasonably unforeseeable based upon all the information available to the contractor at the time of bidding; (7) the contractor acted as a reasonably prudent contractor in interpreting the contract documents; and (8) the contractor incurred additional costs as a result of the difference between the expected conditions and the actual conditions. Contractor will complete the work for the compensation stated in this Contract/Agreement and assume complete responsibility for the conditions (including subsurface or otherwise latent conditions) existing at the site and its surroundings.

Contractor's obligation hereunder may include but not be limited to the location of all utilities that may affect or interfere with Contractor's Work. Contractor shall obtain all utility locates for all areas of its work and shall fully protect, and as necessary or required, maintain in operation all utilities at all times. Contractor will assist the district in obtaining pole attachment agreements with the local utility provider.

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2. Compensation.

A. The Owner shall pay to the Contractor in full payment for services satisfactorily performed at the rates reflected in the Contractor's Final Cost Proposal attached to this Contract, as well as the actual hours, travel, per diem, transportation, and reimbursable expenses expended towards a not-to-exceed proposal and purchase order issued on a project **The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the District when the services provided under a purchase order reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without the purchase order being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties for each project, pursuant to Paragraph 1.0, Scope of Work, and to approval by the Owner/PSFA. All invoices will be submitted by the contractor to E-Rate/PSFA with the approval of the district. District will approve/reject payment applications in a timely manner (within 15 calendar days) upon receipt of application.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the District finds that the services are not acceptable, within fifteen(15) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the District that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the District shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DISTRICT. This Agreement shall terminate on **July 30th, 2019** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

The "Primary" provider shall be the principal provider of all services associated with the assigned/specified Region(s); however, if the "Primary" is released from its obligations by the

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District for any reason (prior to the expiration of its tenure), the “Secondary” shall complete the contractual term as outlined in its proposal. In the event the “Secondary” is released from, or is unable to fulfill the contractual obligations, an “Alternate” shall be selected to complete the term as outlined in its proposal.

4. Termination/Suspension.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the District is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.*”

B. Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the District to the

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Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

7. Conflict of Interest; Governmental Conduct Act.

Contractor represents that its execution and performance of this Agreement does not conflict with or breach any contractual, fiduciary or other duty or obligation to which contractor is bound. Contractor further represents that it will not accept work during the term of this Agreement or any and all Orders issued hereunder which would create an Organizational Conflict of Interest ("OCI"), contractor agrees that it shall not perform any work outside this Agreement, or any Order issued hereunder, that would create to a reasonable business person the appearance of an OCI.

Contractor shall immediately provide notice to PSFA in the event that it discovers any potential, actual or apparent personal or organizational conflict of interest related to or arising out of this Agreement (or any and all Orders issued hereunder). Failure to immediately disclose and adequately avoid or mitigate any OCI shall be considered a material breach of this Agreement and shall entitle PSFA to immediately terminate part or all of this Agreement (or part or all of any and all Orders issued hereunder) for default.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed. OCI Attachment 2014 is attached to this Contract and is incorporated herein, and is applicable to the RFP and any resulting Agreement/Contract, to the same extent as if it has been set out verbatim in this Article 12.

8. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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9. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

10. Governing Law and Venue.

The laws of the State of New Mexico (without giving effect to its conflict of laws principles) govern all matters arising under this agreement, including all tort claims. The location for any arbitration or venue for any lawsuit arising out of this Agreement or the Work hereunder shall be Farmington, New Mexico or the location of the Project and all proceedings shall be strictly in accordance with the laws of the State of New Mexico.

11. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

12. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the District, the Department of Finance and Administration and the State Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments

13. Invalid Term or Condition.

If any provision of this Agreement is unenforceable to any extent, the remainder of this subcontract, or any application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

N.C.I.

NETWORK CABLING, INC.

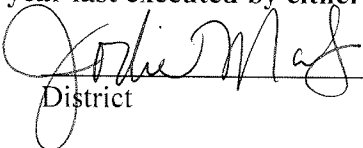
14. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

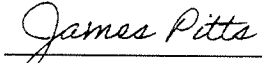
15. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed by either party hereto as indicated below.

By: 
District

Dated: 6/20/18

By: 
Contractor

Dated: 6/20/2018

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

NM CRS Number: 02-412763-001



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <https://www.fcc.gov>
TTY: 1-888-835-5322

DA 18-1100
Released: October 31, 2018

STREAMLINED RESOLUTION OF REQUESTS RELATED TO ACTIONS BY THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY

CC Docket No. 02-6
WC Docket No. 06-122

Pursuant to our procedure for resolving requests for review, requests for waiver, and petitions for reconsideration of decisions related to actions taken by the Universal Service Administrative Company (USAC) that are consistent with precedent (collectively, Requests), the Wireline Competition Bureau (Bureau) grants, dismisses, or denies the following Requests.¹ The deadline for filing petitions for reconsideration or applications for review concerning the disposition of any of these Requests is 30 days from release of this Public Notice.²

Schools and Libraries (E-Rate)

CC Docket No. 02-6

Dismissed³

Walsingham Academy, FL, Application No. 161052245, Request for Waiver, CC Docket No. 02-6 (filed June 13, 2018)

¹ See *Streamlined Process for Resolving Requests for Review of Decisions by the Universal Service Administrative Company*, CC Docket Nos. 96-45 and 02-6, WC Docket Nos. 02-60, 06-122, 08-71, 10-90, 11-42, and 14-58, Public Notice, 29 FCC Rcd 11094 (WCB 2014). Section 54.719(b) of the Commission's rules provides that any person aggrieved by an action taken by a division of USAC, after first seeking review at USAC, may seek review from the Commission. Section 54.719(c) of the Commission's rules provides that parties seeking waivers of the Commission's rules shall seek review directly from the Commission. 47 CFR § 54.719(b)-(c). In this Public Notice, we have reclassified as Requests for Waiver those appeals seeking review of a USAC decision that appropriately should have requested a waiver of the Commission's rules. Similarly, we have reclassified as Requests for Review those appeals seeking a waiver of the Commission's rules but are actually seeking review of a USAC decision.

² See 47 CFR §§ 1.106(f), 1.115(d); see also 47 CFR § 1.4(b)(2) (setting forth the method for computing the amount of time within which persons or entities must act in response to deadlines established by the Commission).

³ See, e.g., *Request for Review of a Decision of the Universal Service Administrator by La Canada Unified School District; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 30 FCC Rcd 4729, 4729, para. 2 (WCB 2015) (dismissing an appeal that properly belongs before USAC pursuant to Commission rules).

Dismissed as Moot⁴

New Braunfels Public Library, TX, Application No. 181042570, Request for Waiver, CC Docket No. 02-6 (filed Apr. 19, 2018)

Dismissed as Moot⁵

Bryan City School District, OH, Application No. 555220, Request for Review, CC Docket No. 02-6 (filed Jan. 15, 2008)

Christopher Columbus High School, FL, Application No. 897750, Request for Review, CC Docket No. 02-6 (filed Apr. 6, 2015)

City University, TN, Application No. 171042466, Request for Review, CC Docket No. 02-6 (filed May 29, 2018)

Clay County Public Library, KY, Application No. 171042182, Request for Review, CC Docket No. 02-6 (filed July 13, 2018)

ENA Services, LLC (City University), TN, Application No. 171042466, Request for Review, CC Docket No. 02-6 (filed May 23, 2018)

McBride Memorial Library, PA, Application No. 979109, Request for Review, CC Docket No. 02-6 (filed May 18, 2016)

South Dearborn Community School Corporation, IN, Application No. 171031202, Request for Review, CC Docket No. 02-6 (filed May 24, 2018)

Wilbur Mills Education Service Coop, AR, Application No. 1042266, Request for Review, CC Docket No. 02-6 (filed Apr. 13, 2018)

Windsor Northwest Supervisory Union 50, VT, Application No. 982931, Request for Review, CC Docket No. 02-6 (filed Mar. 21, 2016)

Dismissed as Moot⁶

Central Arkansas Christian Schools, AR, Application No. 161039042, Request for Waiver, CC Docket No. 02-6 (filed May 17, 2018)

Central Catholic High School, WV, Application No. 171016554, Request for Waiver, CC Docket No. 02-6 (filed July 30, 2018)

Gloucester County Library, PA, Application No. 161041356, Request for Waiver, CC Docket No. 02-6 (filed Aug. 20, 2018)

⁴ See, e.g., *Requests for Review of Decisions of the Universal Service Administrator by Integrity Communications (Brooks Consolidated Independent School District); Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 27 FCC Rcd 7994, 7995, para. 1 (WCB 2012) (dismissing appeals as moot for which the applicant subsequently withdrew the applicable funding requests).

⁵ See, e.g., *Requests for Review and/or Requests for Waiver of the Decisions of the Universal Service Administrator by Al-Noor High School et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 27 FCC Rcd 8223, 8224, para. 2 (WCB 2012) (dismissing as moot requests for review where USAC had taken the action the petitioner requested and issued new decisions approving funding).

⁶ See, e.g., *Requests for Review of Decisions of the Universal Service Administrator by Diversified Computer Solutions, Inc.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 27 FCC Rcd 5250, 5251, para. 3 (WCB 2012) (dismissing appeals as moot where invoicing records demonstrate that the entity was fully compensated for the funding it requested and all submitted invoices were funded).

Marian Catholic High School, IL, Application No. 171003268, Request for Waiver, CC Docket No. 02-6 (filed July 6, 2018)

Marlboro County School District, SC, Application No. 910978, Request for Waiver, CC Docket No. 02-6 (filed July 12, 2018)

Menominee Independent School District, MI, Application Nos. 161048773, 161048870, Request for Waiver, CC Docket No. 02-6 (filed Apr. 4, 2018)

St. Patrick Elementary School, NE, Application No. 171019183, Request for Waiver, CC Docket No. 02-6 (filed Apr. 11, 2018)

Wayne County Public Library, OH, Application No. 161002094, Request for Waiver, CC Docket No. 02-6 (filed July 16, 2018)

Dismissed on Reconsideration⁷

Digital Design Communications (Oakland Unified School District), CA, Application No. 751744, Petition for Reconsideration, CC Docket No. 02-6 (filed July 2, 2018)

Match Charter Public School, MA, Application Nos. 161010827, 161014505, Request for Waiver, CC Docket No. 02-6 (filed Mar. 28, 2018)

Granted⁸

*28 Day Competitive Bidding Rule*⁹

San Antonio Independent School District, TX, Application No. 1033060, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Aug. 28, 2018)

San Antonio Independent School District, TX, Application No. 1001065, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Aug. 28, 2018)

San Antonio Independent School District, TX, Application No. 161034893, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Sept. 13, 2018)

San Antonio Independent School District, TX, Application No. 161028321, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Sept. 13, 2018)

⁷ See, e.g., *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Allan Shivers Library et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order and Order on Reconsideration, 29 FCC Rcd 10356, 10357, para. 2 (WCB 2014) (dismissing petitions for reconsideration that fail to identify any material error, omission, or reason warranting reconsideration, and rely on arguments that have been fully considered and rejected by the Bureau within the same proceeding). The school does not give any reason why we should consider the new information they now provide. 47 CFR § 1.106(c).

⁸ We remand these applications to USAC and direct USAC to complete its review of the applications and issue a funding commitment or a denial based on a complete review and analysis, no later than 90 calendar days from the release date of this Public Notice. In remanding these applications to USAC, we make no finding as to the ultimate eligibility of the services or the petitioners' applications. We also waive sections 54.507(d) and 54.514(a) of the Commission's rules and direct USAC to waive any procedural deadline that might be necessary to effectuate our ruling. See 47 CFR § 54.507(d) (requiring non-recurring services to be implemented by September 30 following the close of the funding year); 47 CFR § 54.514(a) (codifying the invoice filing deadline).

⁹ See, e.g., *Application for Review of the Decision of the Universal Service Administrator by Aberdeen School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 22 FCC Rcd 8757 (2007) (granting waivers of violations of the 28-day rule when the applicants only missed the deadline by one to three days, thereby allowing their requests for services to be competitively bid for a meaningful period of time, and there was no evidence of waste, fraud or abuse).

San Antonio Independent School District, TX, Application No. 161035017, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Sept. 13, 2018)

*Failure to Consider All Bids - Applicant Selected Lowest-Cost Provider*¹⁰

Florence County School District 3, NC, Application No. 895000, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Apr. 16, 2014)

*Granting Additional Time to Respond to USAC's Request for Information*¹¹

Ridgefield Academy, CT, Application No. 171032449, Request for Waiver, CC Docket No. 02-6 (filed Dec. 14, 2017)

*Grant on Reconsideration – Appeal Filing Deadline*¹²

Brevard County School District, FL, Application No. 161005862, Petition for Reconsideration, CC Docket No. 02-6 (filed Mar. 7, 2018)

*Invoice Deadline Extension Requests*¹³

Camera Corner, Inc. (Waupun School District), WI, Application No. 1018895 et al., Request for Waiver, CC Docket No. 02-6 (filed Apr. 13, 2017)

¹⁰ See, e.g., *Requests for Review of Decisions of the Universal Service Administrator by Allendale County School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 6109, 6115-17, paras. 10-12 (WCB 2011) (granting waiver of requirement that price of E-Rate supported services be the primary factor in bid evaluation where petitioner selected the least expensive responsive bid for E-Rate eligible services).

¹¹ See, e.g., *Requests for Review of the Decision of the Universal Service Administrator by Alpaugh Unified School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 22 FCC Rcd 6035 (2007); *Requests for Review of Decisions of the Universal Service Administrator by Ben Gamla Palm Beach et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 29 FCC Rcd 1876 (WCB 2014) (granting requests for review of applicants that had been denied funding because they failed to respond to USAC's request for information within the USAC-specified time frame). Consistent with precedent, we also find good cause exists to waive sections 54.720(a) and (b) of the Commission's rules, which requires that petitioners file their appeals or waiver requests within 60 days of an adverse USAC decision. See *Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by ABC Unified School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 11019, 11019, para. 2 (WCB 2011) (*ABC Unified Order*) (granting waivers of filing deadline for appeals because they submitted their appeals or waiver requests within a reasonable period of time after receiving actual notice of USAC's adverse decision); 47 CFR §§ 54.720(a), (b).

The Bureau previously granted Ridgefield Academy's request for waiver but later determined that the petitioner inserted the wrong application number in the filing. We now grant the request noting the correct application number.

¹² See, e.g., *Petitions for Reconsideration by Callisburg Independent School District; School and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order and Order on Reconsideration, 28 FCC Rcd 9459, 9461, para. 5 (Wireline Comp. Bur. 2013) (granting petition for reconsideration where, upon reconsideration of the record, we do not find that the evidence supports our previous determination); *ABC Unified School District Order et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 11019, para. 2 (WCB 2011) (*ABC Unified School District Order*) (waiving the filing deadline for petitioners that submitted their appeals to the Commission or USAC only a few days late or because they submitted their appeals within a reasonable period of time after receiving actual notice of USAC's adverse decision).

¹³ See, e.g., *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, DA 18-188 (WCB Feb. 26, 2018) 2018, 33 FCC Rcd 2042 (granting a limited waiver of the Commission's invoicing rules to allow certain E-Rate program applicants and service providers to submit invoices beyond the 120-day extension already received and allowed by the Commission's rules).

*Ministerial and/or Clerical Errors*¹⁴

Bannockburn School District #106, IL, Application No. 171007261, Request for Waiver, CC Docket No. 02-6 (filed Aug. 9, 2018)

Bishop Heelan Catholic Schools, IA, Application No. 171042187, Request for Waiver, CC Docket No. 02-6 (filed Apr. 18, 2018)

Dollarway Public School District, AR, Application No. 161049861, Request for Waiver, CC Docket No. 02-6 (filed Nov. 2, 2017)

Harrisburg Community Unit School District #3, IL, Application No. 171005681, Request for Waiver, CC Docket No. 02-6 (Sept. 27, 2018)

Jean Piaget Academy, FL, Application No. 171012269, Request for Waiver, CC Docket No. 02-6 (Oct. 11, 2018)

Sacred Heart Catholic School/ICC, NM, Application No. 171036745, Request for Waiver, CC Docket No. 02-6 (Sept. 14, 2018)

*Ministerial and/or Clerical Errors—Service Substitution*¹⁵

Lake Washington School District, WA, Application No. 161013370, Request for Waiver, CC Docket No. 02-6 (July 5, 2018)

*Service Substitution*¹⁶

South Dakota Department of Education, SD, Application No. 161060091, Request for Review, CC Docket No. 02-6 (filed Aug. 21, 2018)

¹⁴ See, e.g., *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Achieve Career Preparatory Academy, et al.*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 10254, 10255 text accompany n. 9 (WCB 2011) (permitting applicant to correct a mischaracterization of a recurring charge as a non-recurring charge); *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Ann Arbor Public Schools et al.*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 25 FCC Rcd 17319, 17319-20, para. 2 & nn. 9, 24 (WCB 2010) (permitting applicant to correct a date on its FCC Form 471 or a mischaracterization of the recipient of service); *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Joseph Jingoli & Son, Inc., et al.*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 22 FCC Rcd 19227, 19228-29, paras. 3-4 (WCB 2007) (granting petitioners' requests to correct their mistaken cancellations of funding requests). Consistent with precedent, we also find good cause exists for all petitioners to waive sections 54.720(a) and (b) of the Commission's rules, which requires that petitioners file their appeals or waiver requests within 60 days of an adverse USAC decision; *Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by ABC Unified School District et al.*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 11019, 11019, para. 2 (WCB 2011) (*ABC Unified Order*) (granting waivers of filing deadline for appeals because they submitted their appeals or waiver requests within a reasonable period of time after receiving actual notice of USAC's adverse decision).

¹⁵ See, e.g., *Requests for Review of a Decision of the Universal Service Administrator by West Virginia Department of Education*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 14306, 14307, para. 3 (WCB 2011) (allowing a correction when there was an inadvertent ministerial or clerical error while requesting a service substitution).

¹⁶ See, e.g., *Requests for Review of Decisions of the Universal Service Administrator by Beaufort County School District, South Carolina et al.*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 29 FCC Rcd 3124, 3125, para. 3 (2014) (granting service substitution appeals when the petitioners missed USAC's deadline for service substitution requests but complied with the Commission's requirements for service substitutions under 47 C.F.R. § 54.504(d) and had a reasonable explanation for missing the deadline).

*Timely Filed Invoice*¹⁷

Nex-Tech Inc. (Barnes Unified School District 223), KS, Application No. 944066, Request for Review, CC Docket No. 02-6 (filed Aug. 2, 2016)

*Timely Filed Invoice Deadline Extension*¹⁸

Caldwell Parish School District, LA, Application No. 1040004, Request for Review, CC Docket No. 02-6 (filed Jan. 31, 2017)

*Unable to timely File Awaiting USAC Action*¹⁹

Cathedral Catholic High School, FL, Application No. 161034800, Request for Waiver, CC Docket No. 02-6 (filed June 21, 2018)

*Waiver of Appeal- or Waiver-Filing Deadline*²⁰

Raton Public Schools, NM, Application No. 181000654, Request for Waiver, CC Docket No. 02-6 (filed Oct. 4, 2018)

*Waiver of Service Delivery Deadline*²¹

A B C Unified School District, CA, Application No. 161006823, Request for Waiver, CC Docket No. 02-6 (filed June 18, 2018)

Castro Valley Unified School District, CA, Application No. 161048653, Request for Waiver, CC Docket No. 02-6 (filed Sept. 14, 2018)

Metropolitan School District of Mount Vernon, IN, Application No. 161044673, Request for Waiver, CC Docket No. 02-6 (filed May 21, 2018)

¹⁷ We find, based on the record before us, that Nex-Tech Inc. timely filed an FCC Form 474 service provider invoice (SPI) that was overlooked by USAC. The service provider, therefore, should be given the opportunity by USAC to refile its invoice on remand. In this instance, we waive any procedural deadlines, including the invoice deadline, that might be necessary to effectuate our ruling. *See supra* note 8.

¹⁸ We find, based on the record before us, that Caldwell Parish School District timely filed an invoice deadline extension request. Although the request did not include the specific funding request number (FRN), it contained enough specificity for USAC to determine what the filer wanted and to extend the invoice deadline, especially considering there was only one FRN that had not yet been processed. *See, e.g., Pasadena Unified School District, Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 21 FCC Rcd 2116 (WCB 2006) (noting that while the burden of timely and accurately filing rests with the applicant, USAC retains an obligation to conduct a reasonable inquiry into the filings and materials that USAC itself has in its possession when making its determinations). In this instance, we waive any procedural deadlines, including the invoice deadline, that might be necessary to effectuate our ruling. *See supra* note 8.

¹⁹ *See, e.g., Ada Public Library Order*, 32 FCC Rcd at 1911, para. 6 (granting a waiver for applicants who were unable to file a BEAR form because they were waiting for USAC to provide an FCC Form 498 ID or personal identification number (PIN) at the time of the deadline).

²⁰ *See, e.g., Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by ABC Unified School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 11019, para. 2 (WCB 2011) (waiving the filing deadline for petitioners that submitted their appeals to the Commission or USAC only a few days late). We make no finding on the underlying issues in this appeal and remand the application back to USAC for a determination on the merits. *See supra* note 8.

²¹ *See, e.g., Buffalo City School District, Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association*, Order, CC Docket Nos. 96-45 and 97-21, 17 FCC Rcd 11881, 11884, para. 8 (WCB 2002) (waiving the Commission's rules to allow an extension of the deadline for service implementation when applicants demonstrated they were unable to complete service delivery because of time limitations imposed by late-issued funding commitments).

Muncie Municipal Schools, IN, Application No. 161030141, Request for Waiver, CC Docket No. 02-6 (filed Sept. 14, 2018)

Tukwila School District, WA, Application No. 161005581, Request for Waiver, CC Docket No. 02-6 (filed July 23, 2018)

Warrick County School Corporation, IN, Application No. 161050880, Request for Waiver, CC Docket No. 02-6 (filed July 24, 2018)

*Waiver of Special Construction Service Delivery Deadline*²²

Orange County Public Schools, VA, Application No. 161045819, Request for Waiver, CC Docket No. 02-6 (July 20, 2018)

Partial Grant

*Unable to timely File Awaiting USAC Action*²³

Annapolis Area Christian School et al., MD et al., Application No. 1018895 et al., Request for Waiver, CC Docket No. 02-6 (filed Feb. 8, 2017)

Denied

*Invoice Deadline Extension Requests*²⁴

ACE Preparatory, SC, Application No. 161034847, Request for Waiver, CC Docket No. 02-6 (filed Apr. 30, 2018, supplemented May 2, 2018)

CABLExpress Corporation (Martinsville School District), VA, Application No. 161027356, Request for Waiver, CC Docket No. 02-6 (filed Mar. 2, 2018)

²² See *Requests for Waiver of the Decisions of the Universal Service Administrator by Grants/Cibola County School District and Jemez Pueblo Tribal Consortium*, CC Docket No. 02-6, Order, DA 18-1060, 4, para. 8 (WCB 2018) (waiving the special construction service delivery deadline because the applicant was unable to complete implementation for reasons beyond the service provider's control and the petitioner made good faith efforts to comply with Commission rules and procedures). Orange County Public Schools was unable to complete implementation for reasons beyond its control (i.e., inclement weather, permitting delays, and delayed funding disbursements) and made good faith efforts to comply with Commission rules and procedures (e.g., timely filing service delivery deadline extension requests with USAC). Accordingly, we waive the special construction service delivery deadline and direct USAC to set a new service delivery deadline of June 30, 2019 and adjust any associated administrative deadlines accordingly.

²³ We grant this appeal for Toledo Christian School, Application No. 1018971, which had an FCC Form 498 pending at the time of the invoice deadline. See, e.g., *Ada Public Library Order*, 32 FCC Rcd at 1911, para. 6 (granting a waiver for applicants who were unable to file a BEAR form because they were waiting for USAC to provide an FCC Form 498 ID or personal identification number (PIN) at the time of the deadline). However, we deny the rest of the requests for waiver filed together on Feb. 8, 2017. See, e.g., *Requests for Waiver of Decisions of the Universal Service Administrator by Ada School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 31 FCC Rcd 3834, 3835, para. 7 (WCB 2016) (denying requests for waiver of the Commission's invoice extension rule for petitioners that failed to demonstrate extraordinary circumstances justifying a waiver); see also *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Order and Further Notice of Proposed Rulemaking, 29 FCC Rcd 8870, 8966, para. 240 (2014) (establishing that it is generally not in the public interest to waive the Commission's invoicing rules absent extraordinary circumstances); 47 CFR § 54.514.

²⁴ See, e.g., *Requests for Waiver of Decisions of the Universal Service Administrator by Ada School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 31 FCC Rcd 3834, 3835, para. 7 (WCB 2016) (denying requests for waiver of the Commission's invoice extension rule for petitioners that failed to demonstrate extraordinary circumstances justifying a waiver); see also *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Order and Further Notice of Proposed Rulemaking, 29 FCC Rcd 8870, 8966, para. 240 (2014) (establishing that it is generally not in the public interest to waive the Commission's

Hillel Day School, FL, Application No. 161050057, Request for Waiver, CC Docket No. 02-6 (filed June 15, 2018)

Regional Office of Administration #26 Fulton/Hancock/McDonough/Schuyler, IL, Application No. 1034362, Request for Waiver, CC Docket No. 02-6 (filed Mar. 14, 2018)²⁵

Southern California Edison (Corporation for Education Network Initiatives in California), CA, Application No. 161059378, Request for Waiver, CC Docket No. 02-6 (filed Aug. 22, 2018)

Warrensville Heights City Schools, SC, Application No. 161053084, Request for Waiver, CC Docket No. 02-6 (filed June 11, 2018)

*Late-Filed FCC Form 471 Applications*²⁶

Alma Public School District, AR, Application No. 181043291, Request for Waiver, CC Docket No. 02-6 (filed Sept. 13, 2018)

Detroit Public Library, MI, Application No. 181039871, Request for Waiver, CC Docket No. 02-6 (filed June 14, 2018)

North Lawndale College Preparatory Charter High School, IL, Application No. 181043248, Request for Waiver, CC Docket No. 02-6 (filed Sept. 28, 2018)

Potosi R-III School District, MO, Application No. 181043337, Request for Waiver, CC Docket No. 02-6 (filed Oct. 3, 2018)

Rise Preparatory Mayoral Academy, RI, Application No. 181043272, Request for Waiver, CC Docket No. 02-6 (filed Sept. 5, 2018)

Rocky Mountain Lutheran High School, CO, No Application No., Request for Waiver, CC Docket No. 02-6 (filed Apr. 4, 2018)

Sesser Public School Library, IL, Application No. 181040494, Request for Waiver, CC Docket No. 02-6 (filed Apr. 25, 2018)

State of Rhode Island and Providence Plantations, RI, Application No. 181042473, Request for Waiver, CC Docket No. 02-6 (filed July 7, 2018)

The Guidance Charter School, CA, Application No. 181043048, Request for Waive, CC Docket No. 02-6 (filed July 10, 2018)

The Link School, MN, Application No. 181043276, Request for Waiver, CC Docket No. 02-6 (filed Sept. 7, 2018)

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invoicing rules absent extraordinary circumstances); 47 CFR § 54.514.

²⁵ We also deny the request for an extension of the service delivery deadline for Regional Office of Administration #26 Fulton/Hancock/McDonough/Schuyler. The petitioner failed to show that the extension was required because of circumstances beyond the service provider's control and failed to demonstrate it made significant efforts to secure the necessary extensions in a timely manner. *See, e.g., Request for Review/Waiver of the Decision of the Universal Service Administrator by Accelerated Charter et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 29 FCC Rcd 13652, 13653, para. 3 (WCB 2014) (denying late-filed extensions of the deadline for service implementation when applicants failed to demonstrate they were unable to complete implementation on time for reasons beyond the service providers' control and failed to make significant efforts to secure the necessary extensions in a timely manner).

²⁶ *See, e.g., Requests for Waiver and Review of Decisions of the Universal Service Administrator by Academy of Math and Science; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 25 FCC Rcd 9256, 9261-62, para. 13 (2010) (denying requests for waiver of the FCC Form 471 filing window deadline where petitioners failed to present special circumstances justifying waiver of our rules).

The Passport School Inc., FL, Application No. 181043336, Request for Waiver, CC Docket No. 02-6 (filed Oct. 2, 2018)

Tri-Valley Free Public Library, PA, Application No. 181043141, Request for Waiver, CC Docket No. 02-6 (July 26, 2018, supplemented Aug. 6, 2018)²⁷

*Ministerial and/or Clerical Errors*²⁸

Good Shepherd School, NY, Application No. 181034458, Request for Waiver, CC Docket No. 02-6 (Sept. 18, 2018)

*Untimely-Filed Appeals or Waiver Requests*²⁹

Darien School District 61, IL, Application No. 967964, Request for Waiver, CC Docket No. 02-6 (filed Oct. 5, 2016)

Hudson County Schools of Technology, NJ, Application No. 171045331, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Aug. 24, 2018)

Inner City Educational Foundation Public Schools Consortium, CA, Application No. 847805, Request for Review and/or Waiver, CC Docket No. 02-6 (filed July 7, 2014)

Riverdale Academy, LA, Application No. 181012432, Request for Waiver, CC Docket No. 02-6 (filed Sept. 13, 2018)

Springfield Commonwealth Academy, MA, Application No. 171022433, Request for Waiver, CC Docket No. 02-6 (filed Sept. 26, 2018)

Stargate Charter School, CO, No Application No. for FY2017, Application No. 181042506, Request for Waiver, CC Docket No. 02-6 (filed Oct. 9, 2018)

St. Matthew School, TX, Application No. 171046774, Request for review, CC Docket No. 02-6 (filed July 16, 2018)

Trout Creek School District #6, MT, Application No. 181023163, Request for Waiver, CC Docket No. 02-6 (filed Oct. 2, 2018)

Unite Private Networks, LLC (Omaha Public School District), NE, Application No. 1009247, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Aug. 3, 2018)

²⁷ Applicant's December 2017 filing – Application No. 171049905 – was also filed outside the filing window, i.e., before the window opened.

²⁸ See, e.g., *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Assabet Valley Regional Vocational District; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 27 FCC Rcd 1924, 1925, para. 1 (WCB 2012) (finding petitioners had not demonstrated good cause to justify waivers permitting changes to the applicants' E-Rate applications). Here, Good Shepherd School failed to provide documentation showing that the service provider and monthly rate were selected prior to the filing of its FCC Form 471 application.

²⁹ See, e.g., *Requests for Review of Decisions of the Universal Service Administrator by Agra Public Schools I-134 et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 25 FCC Rcd 5684 (WCB 2010); *Requests for Waiver or Review of Decisions of the Universal Service Administrator by Bound Brook School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 29 FCC Rcd 5823 (WCB 2014) (denying requests for review and/or waiver on the grounds that the petitioners failed to 1) submit their appeals either to the Commission or to USAC within 60 days; or failed to submit their waiver requests to the Commission within 60 days as required by the Commission's rules; and 2) did not show special circumstances necessary for the Commission to waive the deadline).

Perspectives Charter School, AZ, Application No. 636194, Request for Review and/or Waiver, CC Docket No. 02-6 (filed May 1, 2009)

USD 493 Columbus, KS, Application No. 171027938, Request for Review and/or Waiver, CC Docket No. 02-6 (filed Sept. 6, 2018)

Contribution Methodology

WC Docket No. 06-122

Denied

*Request for Waiver of FCC Form 499-A Revision Deadline*³⁰

Everstream GLC Holding Company, LLC, Request for Review of Universal Service Administrator Decision and Request for Waiver of Deadline for Filing Revisions to FCC Form 499-A, WC Docket No. 06-122 (filed Aug. 21, 2018)

For additional information concerning this Public Notice, please contact James Bachtell in the Telecommunications Access Policy Division, Wireline Competition Bureau, at james.bachtell@fcc.gov or (202) 418-2694.

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³⁰ See, e.g., *Universal Service Contribution Methodology; Petition for Waiver of Universal Service Fund Rules by Outfitter Satellite, Inc.*, WC Docket No. 06-122, Order, 28 FCC Rcd 13358 (WCB 2013) (finding that alleged mistakes by Outfitter's accounting firm and internal accounting staff were not adequate grounds for waiver); *Universal Service Contribution Methodology; Request for Review of a Decision of the Universal Service Administrator by IP Telecom Group, Inc.*, WC Docket No. 06-122, Order, 26 FCC Rcd 11213 (WCB 2011); *Universal Service Contribution Methodology; Federal-State Joint Board on Universal Service; Requests for Review of Decisions of Universal Service Administrator by Airband Communications, Inc. et al.*, WC Docket No. 06-122, CC Docket No. 96-45, Order, 25 FCC Rcd 10861 (WCB 2010) (denying requests for deadline waivers where claims of good cause amounted to no more than simple negligence, errors by the petitioner, or circumstances squarely within the petitioner's control).